



Brooks Range Petroleum

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DIVISION OF
OIL AND GAS

April 20, 2011

Wendy Woolf
550 W. 7th Ave
Suite 1400
Anchorage, AK 99501

Teresa Imm
3900 C Street
Suite 801
Anchorage, AK 99503

**Re: Southern Miluveach Unit Application
Fully executed First Amendment to the North Tarn Operating Agreement**

Enclosed herewith please find a fully executed copy of the First Amendment to the North Tarn Operating Agreement.

If you have any questions, please call me at (907) 339-9965.

Sincerely,

Sierra Winegarner
Operational Support Coordinator
Brooks Range Petroleum Corporation

Attachment: Fully executed First Amendment to the North Tarn Operating Agreement

First Amendment to the North Tarn Operating Agreement

By and between
ENI Petroleum US, LLC,
AVCG, LLC,
Brooks Range Petroleum Corporation,
and other signatory parties

FIRST AMENDMENT TO NORTH TARN OPERATING AGREEMENT

WHEREAS, Eni Petroleum US LLC ("Eni"), Brooks Range Petroleum Corporation ("BRPC") and AVCG, LLC ("AVCG") have entered into that certain North Tarn Lease Acquisition And Participation Agreement ("Agreement") dated effective December 31, 2009 and North Tarn Operating Agreement dated December 31, 2009 ("Operating Agreement") covering AVCG's right to earn an interest in certain leases located on the North Slope, Alaska and more particularly described on Exhibit "A" to both the Agreement and the Operating Agreement, specifically State of Alaska Oil and Gas leases ADL 390680, ADL 390681, ADL 390682, ADL 390690, ADL 390691 and ADL 390692 ("North Tarn Leases").

WHEREAS, TG World Energy, Inc. ("TG"), Ramshorn Investments, Inc. ("Ramshorn") and Brooks Range Development Corporation ("BRDC"), have Ratified the Agreement and are signatory parties to the Operating Agreement; and

WHEREAS, Eni, BRPC, AVCG, TG, Ramshorn and BRDC are sometimes referred to herein collectively as the "Parties" and individually as a "Party"; and

WHEREAS, the Parties intend to include the North Tarn Leases with other leases, including, but not limited to State of Alaska oil and gas leases ADL 390502 and ADL 390507 ("Ataruk Leases"), in the South Miluveach Unit Agreement; and

WHEREAS, the leases included in the South Miluveach Unit, except the North Tarn Leases and the Ataruk Leases are subject to the terms and provisions of the Areawide AMI Joint Operating Agreement dated September 16, 2008, by and among BRPC, as Operator and AVCG, TG, Ramshorn and BRDC, as Non-Operators.

WHEREAS, Eni is not party to the Areawide AMI Joint Operating Agreement and does not wish to become a party to such agreement; and

WHEREAS, the Ataruk Leases are not subject to the Agreement and the Parties do not desire to make such leases subject to the Agreement; and

WHEREAS, the Parties desire to make the Ataruk Leases subject to and include them under the Operating Agreement, provided however, on the basis that they will be included and treated therein as a totally distinct and separate Contract Area under the Operating Agreement; and

WHEREAS, the Parties desire to make the Ataruk Leases subject to Eni's Anti-corruption policy as set forth in Section 9.6 (Eni's Anti-Corruption Policy) of the Agreement.

NOW, THEREFORE, in consideration of the good and valuable consideration contained herein, the receipt and sufficiency of which is hereby acknowledged, the Parties agree to amend the Operating Agreement, insofar and only insofar as it relates to the inclusion of the Ataruk Leases under the Operating Agreement as a separate Contract Area therein and to the inclusion of Eni's Anti-Corruption Policy as Section 38.11 of the Operating Agreement, as follows:

1. The language set forth below shall be inserted in the Operating Agreement, effective as of December 31, 2009, as Section 38.11 Eni's Anti-Corruption Policy of the Operating :

"38.11 Eni's Anti-corruption Policy." The Parties declare to have received and have knowledge of the contents of the document "Model 231" drafted by Eni US Operating Co. Inc. and other applicable laws regarding the administrative liability of legal entities for offences committed by their directors, employees and/or agents. With reference to the performance of the activities under this Agreement, the Parties declare to have given and implemented instructions to its directors, employees and/or agents, aimed at preventing the commission or the attempt of any offence of 18 U.S.C. Section 1341, Mail Fraud, 18 U.S.C. Section 1343, Wire Fraud, 18 U.S.C. Section 371, Conspiracy, 18 U.S.C. Sections 641-649, Embezzlement and Theft, 18 U.S.C. Section 1956, Money Laundering, 18 U.S.C. Sections 1961-1964, Racketeering, 18 U.S.C. Section 201, Bribery, 18 U.S.C. Sections 1001-1036, Fraud and False Statements, 26 U.S.C. Sections 7201-7206, Tax Crime, 18 U.S.C. Sections 1831-1839, Economic Espionage, and all other applicable federal, state or local laws, and if applicable, the U.S. Foreign Corrupt Practices Act and other applicable laws implementing the OECD Convention on Combating Bribery of Foreign Public Officials on International Business Transactions and to continue effectively implementing such instructions for the entire duration of this Agreement.

The Parties agree that any non-compliance, even partial, with the abovementioned declarations and undertakings, reasonably resulting in adverse consequences for the Parties, will be considered a material default under this Agreement and, as a consequence, will allow any Party, to unilaterally withdraw, even during its performance, or to terminate the Agreement, by delivering notice to the other Parties via registered mail, which shall include a brief summary of the circumstances or of the legal proceedings demonstrating such non-compliance.

In the event of information that could reasonably imply such non-compliance, while awaiting verification or decision, any Party, will have the right to suspend the performance of the Agreement, by delivering notice to the other Parties via registered mail, which shall include a brief summary of the relevant information. Should the information be obtained from the press, such Party shall have the right to exercise such right when the information has been confirmed by an official document of the Judicial Authority and/or otherwise confirmed by the Judicial Authority.

The exercise of such right will be to the sole detriment of the Party or Parties in non-compliance and creating such material default, which shall bear, in all cases, all additional expenses and costs and shall hold the Party harmless from any third-party action arising from or consequential to such non-compliance.

2. The Operating Agreement shall be amended as provided for herein, effective as of January 30, 2011, to include the Ataruk Leases therein. The Parties acknowledge and agree that effective as of January 30, 2011, the Operating Agreement will be treated for all purposes and in all respects as applying separately to the North Tarn Leases and to the Ataruk Leases. Any reference to Contract Area in the Operating Agreement shall refer to lands covered by State of Alaska Oil and Gas leases ADL 390680, ADL 390681, ADL 390682, ADL 390690, ADL 390691 and ADL 390692 for the North Tarn Leases and to the lands covered by State of Alaska Oil and Gas leases ADL390502 and ADL 390507 for the Ataruk Leases.
3. Attached hereto and incorporated into the Operating Agreement is a revised Exhibits "A" and "B" to the Operating Agreement reflecting the changes to this exhibit per the terms of this First Amendment To North Tarn Operating Agreement. In addition, Exhibit "G" to the South Miluveach Unit Agreement will be included as Exhibit "G" to the Operating Agreement.

The parties hereby acknowledge that the terms and provisions of the Operating Agreement, except to the extent herein amended, remain unchanged and are in full force and effect. Terms not defined herein have the same meaning as provided for in the Operating Agreement.

This First Amendment To North Tarn Operating Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which shall constitute one instrument when the original signature pages are taken collectively.

In witness whereof, the parties hereby execute this First Amendment To North Tarn Operating Agreement on the date set forth below.

BROOKS RANGE PETROLUEM CORPORATION.

ENI PETROLEUM US LLC

BY: [Signature]
NAME: JAMES R. WINEGARDEN
TITLE: V.P. OF LAND
DATE: 3-21-11

BY: _____
NAME: _____
TITLE: _____
DATE: _____

BROOKS RANGE DEVELOPMENT CORPORATION.

TG WORLD ENERGY, INC.

BY: [Signature]
NAME: JAMES R. WINEGARDEN
TITLE: Attorney-in-Fact
DATE: 3-21-11

BY: _____
NAME: _____
TITLE: _____
DATE: _____

RAMSHORN INVESTMENTS, INC.

AVCG, LLC.

BY: _____
NAME: _____
TITLE: _____
DATE: _____

BY: [Signature]
NAME: JAMES R. WINEGARDEN
TITLE: Attorney-in-Fact
DATE: 3/21/11

In witness whereof, the parties hereby execute this First Amendment To North Tarn Operating Agreement on the date set forth below.

BROOKS RANGE PETROLUEM CORPORATION.

ENI PETROLEUM US LLC

BY: [Signature]
NAME: James R. Winegar
TITLE: V.P. of Land
DATE: 3-21-11

BY: [Signature]
NAME: Larry Allen
TITLE: Vice President
DATE: 13 April 2011

BROOKS RANGE DEVELOPMENT CORPORATION.

TG WORLD ENERGY, INC.

BY: [Signature]
NAME: James R. Winegar
TITLE: Attorney-in-Fact
DATE: 3-21-11

BY: _____
NAME: _____
TITLE: _____
DATE: _____

RAMSHORN INVESTMENTS, INC.

AVCG, LLC.

BY: _____
NAME: _____
TITLE: _____
DATE: _____

BY: [Signature]
NAME: James R. Winegar
TITLE: Attorney-in-Fact
DATE: 3/21/11

In witness whereof, the parties hereby execute this First Amendment To North Tarn Operating Agreement on the date set forth below.

BROOKS RANGE PETROLUEM CORPORATION.

ENI PETROLEUM US LLC

BY: [Signature]
NAME: James R. Winey
TITLE: V.P. of Legal
DATE: 3-21-11

BY: [Signature]
NAME: Larry Allen
TITLE: Vice President
DATE: 13 April 2011

BROOKS RANGE DEVELOPMENT CORPORATION

TG WORLD ENERGY, INC.

BY: [Signature]
NAME: James R. Winey
TITLE: Attorney-in-Fact
DATE: 3-21-11

BY: [Signature]
NAME: CLIFFORD W. JAMES
TITLE: President & CEO
DATE: _____

RAMSHORN INVESTMENTS, INC.

AVCO, LLC

BY: _____
NAME: _____
TITLE: _____
DATE: _____

BY: [Signature]
NAME: James R. Winey
TITLE: Attorney-in-Fact
DATE: 3/21/11

FIRST AMENDMENT TO NORTH TARN OPERATING AGREEMENT
Page 3

In witness whereof, the parties hereby execute this First Amendment To North Tarn Operating Agreement on the date set forth below.

BROOKS RANGE PETROLUEM CORPORATION.

ENI PETROLEUM US LLC

BY: [Signature]
NAME: JAMES R. WINGGREN
TITLE: V.P. OF LAND
DATE: 3-21-11

BY: _____
NAME: _____
TITLE: _____
DATE: _____

BROOKS RANGE DEVELOPMENT CORPORATION.

TG WORLD ENERGY, INC.

BY: [Signature]
NAME: JAMES R. WINGGREN
TITLE: Attorney-in-Fact
DATE: 3-21-11

BY: _____
NAME: _____
TITLE: _____
DATE: _____

RAMSHORN INVESTMENTS, INC.

AVCG, LLC.

BY: [Signature]
NAME: J.R. SMITH
TITLE: PRESIDENT
DATE: 4/20/2011

BY: [Signature]
NAME: JAMES R. WINGGREN
TITLE: Attorney-in-Fact
DATE: 3/21/11

Exhibit A

Attached to and made a part of the

North Tarn Operating Agreement

ADL #	Legal Description	Total Acres	Effective Date	State of Alaska Royalty Interest	Overriding Royalty Interest	Working Interest
	<u>NORTH TARN LEASES:</u>					
390680	T. 010N., R. 007E., Umiat Meridian, Alaska.	2,560.00	7/1/2005	16.666670%		AVCG 24%
	Section 1, Unsurveyed, All, 640.00 Acres;				Armstrong 3.33333%	TG World 20%
	Section 2, Unsurveyed, All, 640.00 Acres;					Ramshorn 20%
	Section 11, Unsurveyed, All, 640.00 Acres;					BRDC 16%
	Section 12, Unsurveyed, All, 640.00 Acres;					ENI 20%
390681	T. 010N., R. 007E., Umiat Meridian, Alaska.	2,560.00	7/1/2005	16.666670%		AVCG 24%
	Section 3, Unsurveyed, All, including the beds Of The Unnamed Lakes, 640.00 Acres;				Armstrong 3.33333%	TG World 20%
	Section 4, Unsurveyed, All, including the bed of the unnamed lake, 640.00 Acres;					Ramshorn 20%
	Section 9, Unsurveyed, All, including the bed of the unnamed lake, 640.00 Acres;					BRDC 16%
	Section 10, Unsurveyed, All, including the beds of the unnamed lakes, 640.00 Acres;					ENI 20%
390682	T. 010N., R. 007E., Umiat Meridian, Alaska.	1,280.00	9/1/2005	16.666670%		AVCG 24%
	Section 17, Unsurveyed, All, 640.00 Acres;				Armstrong 3.33333%	TG World 20%
	Section 20, Unsurveyed, All, 640.00 Acres;					Ramshorn 20%
						BRDC 16%
						ENI 20%
390690	T. 11 N., R. 7 E., Umiat Meridian, Alaska.	640.00	7/1/2005	16.666670%		AVCG 24%
	Section 24, Unsurveyed, All, including the bed of the unnamed lake, 640.00 Acres;				Armstrong 3.33333%	TG World 20%
						Ramshorn 20%
						BRDC 16%
						ENI 20%
390691	T. 11 N., R. 7 E., Umiat Meridian, Alaska.	2,560.00	7/1/2005	16.666670%		AVCG 24%
	Section 25, Unsurveyed, All, including the bed of the unnamed lake, 640.00 Acres;				Armstrong 3.33333%	TG World 20%
	Section 26, Unsurveyed, All, 640.00 Acres;					Ramshorn 20%
	Section 35, Unsurveyed, All, including the bed of the Miluveach River, 640.00 Acres;					BRDC 16%
	Section 36, Unsurveyed, All, including the bed of the unnamed lake, 640.00 Acres;					ENI 20%
390692	T. 11 N., R. 7 E., Tract A, Umiat Meridian, Alaska.	640.00	7/1/2005	16.666670%		AVCG 24%
	Section 34, Unsurveyed, All, including the bed of the Miluveach River, 640.00 Acres;				Armstrong 3.33333%	TG World 20%
						Ramshorn 20%
						BRDC 16%
						ENI 20%
	N. Tarn Total Acreage:	10,240.00				
	<u>ATARUK LEASES:</u>					
390502	T. 11N., R. 8 E., Umiat Meridian, Alaska.	2,469.00	5/1/2004	16.666670%		AVCG 50%
	Section 5, Unsurveyed, All, 640.00 Acres;				AVCG 2.333333%	ENI 50%
	Section 6, Unsurveyed, All, including the beds of all meanderable waterbodies; 593.00 Acres;				Armstrong 1.00000%	
	Section 7, Unsurveyed, All, including the beds of all meanderable waterbodies; 596.00 Acres;					
	Section 8, Unsurveyed, All, including the beds of all meanderable waterbodies; 640.00 Acres;					
390507	T. 12N., R. 8 E., Tract A, Umiat Meridian, Alaska.	2,459.00	4/1/2004	16.666670%		AVCG 50%
	Section 29, Unsurveyed, All, including the beds of all meanderable waterbodies; 640.00 Acres;				Armstrong 3.33333%	ENI 50%

	ADL #	Legal Description	Total Acres	Effective Date	State of Alaska Royalty Interest	Overriding Royalty Interest	Working Interest
		Section 30, Unsurveyed, All, including the beds of all meanderable waterbodies; 588.00 Acres;					
		Section 31, Unsurveyed, All, including the beds of all meanderable waterbodies; 591.00 Acres;					
		Section 32, Unsurveyed, All, including the beds of all meanderable waterbodies; 640.00 Acres;					
		Ataruk Total Acreage:	4,928.00				
AVCG=		AVCG, LLC					
TG World=		TG World Energy Inc.					
Ramshorn=		Ramshorn Investments, Inc.					
BRDC=		Brooks Range Development Corporation					
ENI=		ENI Petroleum US LLC					
Armstrong=		70&148, William D Armstrong					

Exhibit B

Attached to and made part of that certain North Tarn Operating Agreement dated December 31, 2009 by and between Eni Petroleum US LLC, AVCG, LLC, Brooks Range Petroleum Corporation, and other signatory parties.

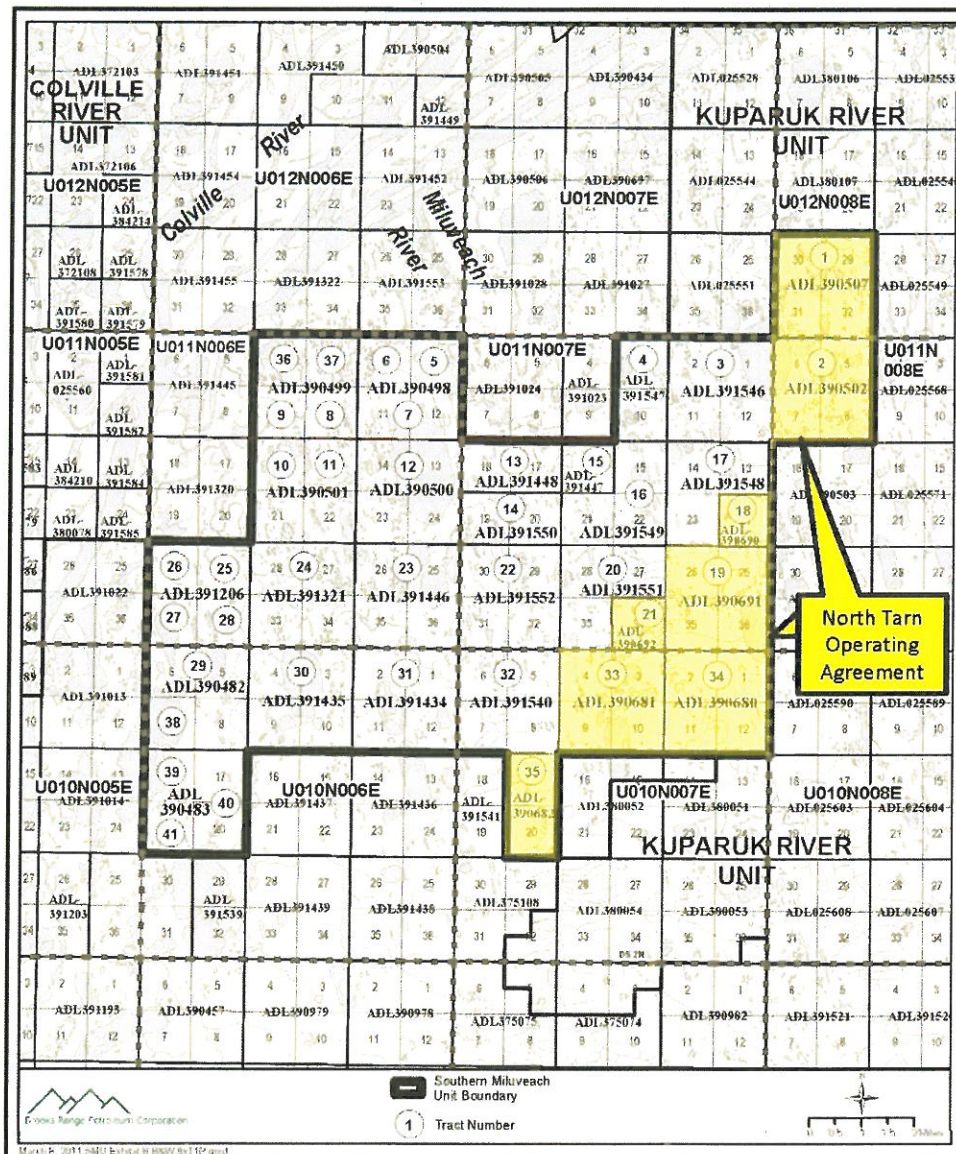


Exhibit G

Attached to and made a part of the

Southern Miluveach Unit Agreement Revised Initial Unit Plan

1.0 INTRODUCTION

This Initial Unit Plan is submitted to the Department of Natural Resources as required by Article 8 of the Southern Miluveach Unit Agreement, 11 AAC 83.341, and 11 AAC 83.343. The term of this Initial Unit Plan shall be for a period commencing on the Effective Date of the Unit Agreement and ending 10 years after the Effective Date of the Unit Agreement.

The Initial Unit Plan contains the initial Plan of Exploration which is required by Article 8, Section 8.1.1 of the Southern Miluveach Unit Agreement.

2.0 INITIAL PLAN OF EXPLORATION

The Working Interest Owners plan to proceed with the exploration activities described below as the initial Plan of Exploration within the Southern Miluveach Unit Area:

- a) The Southern Miluveach Unit Area shall be divided in to four (4) acreage blocks hereinafter referred to as "Exploration Blocks" being as described below:

1. NE Exploration Block:

Tract 01: ADL390507
Tract 02: ADL390502
Tract 03: ADL391546
Tract 04: ADL391547
Tract 15: ADL391447
Tract 16: ADL391549
Tract 17: ADL391548
Tract 20: ADL391551

2. NW Exploration Block:

Tract 05: ADL390498 (Segment 1)
Tract 06: ADL390498 (Segment 2)
Tract 07: ADL390498 (Segment 3)
Tract 08: ADL390499 (Segment 4)
Tract 09: ADL390499 (Segment 3)
Tract 10: ADL390501 (Segment 1)
Tract 11: ADL390501 (Segment 2)
Tract 12: ADL390500
Tract 13: ADL391448
Tract 14: ADL391550
Tract 22: ADL391552
Tract 23: ADL391446
Tract 36: ADL390499 (Segment 1)
Tract 37: ADL390499 (Segment 2)

3. SW Exploration Block:

Tract 24: ADL391321
 Tract 25: ADL391206 (Segment 1)
 Tract 26: ADL391206 (Segment 2)
 Tract 27: ADL391206 (Segment 3)
 Tract 28: ADL391206 (Segment 4)
 Tract 29: ADL390482 (Segment 1)
 Tract 30: ADL391435
 Tract 31: ADL391434
 Tract 32: ADL391540
 Tract 38: ADL390482 (Segment 2)
 Tract 39: ADL390483 (Segment 2)
 Tract 40: ADL390483 (Segment 1)
 Tract 41: ADL390483 (Segment 3)

4. SE Exploration Block:

Tract 18: ADL390690
 Tract 19: ADL390691
 Tract 21: ADL390692
 Tract 33: ADL390681
 Tract 34: ADL390680
 Tract 35: ADL390682

- b) The first well drilled in each Exploration Block after the Southern Miluveach Unit Agreement application has been submitted to the Department of Natural Resources for approval shall hereinafter be defined as an "Exploration Wells."
- c) On or before March 15, 2012, the Working Interest Owners plan to commence drilling operations of the first (1st) Exploratory Well in one of the Exploration Blocks. Failure to commence drilling the 1st Exploration Well by March 15, 2012, shall result in the termination of the Southern Miluveach Unit, except as to Leases or portions of Leases included in a Participating Area.
- d) On or before March 15, 2014, the Working Interest Owners plan to commence drilling operations of the second (2nd) Exploratory Well in one of the undrilled Exploration Blocks. Failure to commence drilling the 2nd Exploration Well by March 15, 2014, shall result in the termination of the undrilled Exploration Blocks within the Southern Miluveach Unit Area, except as to Leases or portions of Leases included in a Participating Area.
- e) On or before March 15, 2016, the Working Interest Owners plan to commence drilling operations of the third (3rd) Exploratory Well in one of the undrilled Exploration Blocks. Failure to commence drilling the 3rd Exploration Well by March 15, 2016, shall result in the termination of the undrilled Exploration Blocks within the Southern Miluveach Unit Area, except as to Leases or portions of Leases included in a Participating Area.
- f) On or before March 15, 2018, the Working Interest Owners plan to commence drilling operations of the fourth (4th) Exploratory Well in one of the undrilled Exploration Blocks. Failure to commence drilling the 4th Exploration Well by March 15, 2018, shall result in the termination of the undrilled Exploration Blocks within the Southern Miluveach Unit Area, except as to Leases or portions of Leases included in a Participating Area.

- g) The Working Interest Owners may wish to acquire a 3D seismic data survey within the Southern Miluvealch Unit ("SMU 3D"). The SMU 3D would connect to the existing proprietary 3D seismic survey covering a portion of the west side of the Southern Miluvealch Unit, known as the North Island 3D, and extend back east toward the Kuparuk River Unit. The SMU 3D would cover a minimum of 80 square miles. If the SMU 3D is acquired then the pending Exploratory Well drilling requirement shall be extended for two additional years.